

# RICHER, SWAN & OVERHOLT

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

6925 SOUTH UNION PARK CENTER

SUITE 450

MIDVALE, UTAH 84047

ARNOLD RICHER

MARK S. SWAN

DAVID W. OVERHOLT

MARK E. MEDCALF\*

M. DARIN HAMMOND\*\*

DOUGLAS D. ADAIR

STEVEN R. SKIRVIN\*\*\*

BRADLEY G. NYKAMP

\*ALSO ADMITTED IN WYOMING

\*\*ALSO ADMITTED IN NEVADA AND IDAHO

\*\*\*ALSO ADMITTED IN CALIFORNIA

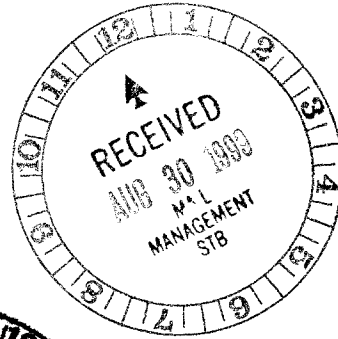
RECORDATION NO.

22453  
FILED

OCT 5 '99

9-00AM

August 27, 1999



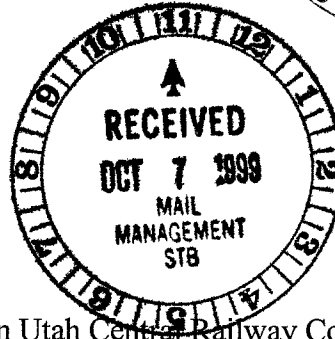
TELEPHONE

(801) 561-4750

FACSIMILE

(801) 561-4744

Surface Transportation Board  
1925 K Street, Suite 700  
Washington D.C. 20423  
Attn.: Vernon A. Williams



Re: Recordation of Agreement between Utah Central Railway Company and  
Sunshine Financial, LLC

Dear Mr. Williams:

I am enclosing a copy of an agreement executed by the Utah Central Railway Company, Inc. on or about January 7, 1999 which grants a security interest to the Sunshine Financial, LLC, Custodian Charles Lambert for recordation in the central office.

1. The type of agreement is a mortgage, i.e. security agreement
2. This is a primary document as defined under 49 CFR §1177.
3. It appears that cross-indexing is not necessary in this matter.
4. The type of equipment covered by this agreement includes two locomotives and a caboose. They are defined as follows:
  - a. Two (2), 1500 horsepower, diesel electric switch locomotives built by EMD in 1968 bearing reporting marks UCRY 82 and UCRY 83;
  - b. One (1) caboose.
5. The parties to this agreement are Utah Central Railway Company, Inc. and Sunshine Financial, LLC. This is a mortgage in railroad stock.
6. The original document should be returned to Sunshine Financial, LLC in care of Mark S. Swan, 6925 South Union Park Center, Suite 450, Midvale, Utah 84047.

Surface Transportation Board  
August 27, 1999  
Page 2

7. The fee enclosed is \$26.00.
8. A short summary of the type of document and a brief description of the document is as follows:

Borrower, Utah Central Railway  
Lender, Sunshine Financial, LLC  
Two locomotives  
One caboose

I am enclosing the original and two copies of the document for your use. Please return the original and any copies not needed for recordation to the undersigned.

Sincerely,

**RICHER, SWAN & OVERHOLT, P.C.**



M. Darin Hammond  
Attorney at Law

MSS/jjs  
Enclosures

RICHER, SWAN & OVERHOLT

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

6925 SOUTH UNION PARK CENTER

SUITE 450

MIDVALE, UTAH 84047

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\*\*ALSO ADMITTED IN NEVADA AND IDAHO

\*\*\*ALSO ADMITTED IN CALIFORNIA

October 5, 1999



TELEPHONE

(801) 561-4750

FACSIMILE

(801) 561-4744

RECORDATION NO. **22453** FILED

OCT 5 '99

9-00AM

Taledia Stokes  
Surface Transportation Board  
1925 K Street, Suite 700  
Washington, D.C. 20423

Re: Utah Central Railway Company, Inc./Sunshine Financial, LLC

Dear Ms. Stokes:

Please find enclosed the notarized Loan Modification, Extension and Security Agreement which needs to be recorded on your general lien registry. I am also enclosing our original materials which we provided to you.

Sincerely,

RICHER, SWAN & OVERHOLT, P.C.

M. Darin Hammond

Attorney at Law

MDH/jjs  
Enclosure

OCT 5 '99

9-00AM

**LOAN MODIFICATION, EXTENSION AND SECURITY AGREEMENT**

This agreement is entered into on this 7th day of January, 1999, by and between Utah Central Railway Company, Inc., ("Borrower") and Sunshine Financial, LLC ("Lender").

**RECITALS**

WHEREAS Borrower entered into a Promissory Note dated November 17, 1995, wherein Borrower agreed to repay to FSFS Pension Fund the sum of \$40,000.00 with interest on the unpaid principal balance at the rate of 18.5% per annum, due and payable on or before October 6, 1996;

WHEREAS said Promissory Note was secured by an assignment of accounts receivables from Westinghouse Electric Corporation and a Deed of Trust on Real Property known as Utah Central Railway Property, Stratford Branch;

WHEREAS the interest of FSFS Pension Fund in the Promissory Note and the collateral security documents have been acquired by Sunshine Financial, LLC;

WHEREAS the Promissory Note was modified and extended by various Modification Agreements dated February 1, 1996, December 12, 1996, March 10, 1998, June 5, 1998, July 10, 1998, August 13, 1998, August 25, 1998, August 28, 1998, October 19, 1998, November 16, 1998, and December 28, 1998, with the maturity date extended to January 10, 1999;

WHEREAS all security interests set forth in the original Promissory Note were maintained in connection with the Modification Agreements;

WHEREAS as of the date of this instrument, the principal balance of Borrower's obligation to Lender is \$63,875.75 as of ~~December 28, 1998~~; and,

WHEREAS Borrower desires to obtain additional extensions of credit from Lender, and Lender is willing to lend such additional monies to Borrower based upon the following terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1 Additional Extensions of Credit. Upon execution of this agreement, the Lender may advance to Borrower additional sums of money such that the total principal balance of Borrower's obligations to Lender shall not exceed \$155,000.00. All amounts now due resulting from existing obligations, plus all future amounts advanced, plus outstanding accrued interest and unpaid fees and costs shall hereafter be called "Indebtedness". The parties agree that this loan modification and additional advance shall not be deemed a novation but merely an extension of additional credit and is not intended to modify or change any of the Lender's rights under previous agreements.

50002 AB Terms of Payment. Borrower shall make payments to Lender in the amount of ~~\$3,000.00~~ due and payable on the 25th day of each month beginning January 25, 1999. These payments will be made first by any assignment of accounts receivable directly from Westinghouse Electric Corporation. If the amounts paid by Westinghouse Electric Corporation payable to Utah

Central Railway on a monthly basis are less than the specified amount, Borrower shall immediately tender the difference to Lender.

3 Interest. Interest shall continue to accrue on the unpaid principal balance and on any additional advances at the interest rate of 18.5% per annum.

4 Extension of Due Date. Borrower's obligations to Lender are due and payable on December 31, 2005, in lump sum with all accrued interest to date of payment.

5 Security.

5.1 Previous Security Interests. The parties agree that the security previously granted to Lender as collateral security, including the Deed of Trust on the Real Property known as the Utah Central Railway Property, Stratford Branch, a security interest in the Westinghouse Electric Corporation accounts receivables and any other security interest heretofore granted to Lender shall remain in full force and effect and shall be extended to cover the additional advances hereunder without a change in the priority dates.

5.2 Additional Security Interests. Borrower hereby also grants to Lender additional security interests in the Collateral hereinafter described:

5.2.1 Equipment, Goods, Inventory and Supplies. All of Borrower's Equipment, Goods, Inventory, and Supplies, including, but not limited to the items set forth in Attachment "A". This security interest extends to all proceeds of said equipment and supplies.

5.2.2 Accounts Receivables. All of Borrower's accounts receivable now outstanding or hereafter arising. The parties acknowledge that this security interest is fully effective on all of Borrower's accounts receivables notwithstanding the fact that only the Westinghouse account will be paid directly to Lender.

5.2.3 Contract Rights, General Intangibles. All of Borrower's contract rights, general intangibles and all other non-exempt personal property owned by Borrower or used in Borrower's business, including permits and licenses now in force or hereafter acquired. This security interest shall include, but is not limited to those rights as set forth in Attachment "B" hereto. Lender will hold the original contracts as long as the obligation arising hereunder remains unpaid. Borrower will retain the rights granted under said contracts as long as no default in this agreement occurs. Borrower will forward to Lender any and all new contracts acquired until the Indebtedness is paid in full.

5.2.4 Ledger sheets, files and records including without limitation, computer programs, computer tapes and discs and related mechanical and electrical data storage files, evidencing and interest in or relating to any of the items listed in paragraphs 5.2.1 through 5.2.3 above.

5.2.5 Real Property. Borrower further grants a security interest in real property identified in two Trust Deeds executed contemporaneously herewith.

5.2.6 After-Acquired Property. Borrower further grants to Lender a security interest in and to any property, real, personal or intangible, acquired by Borrower hereafter. Borrower shall notify Lender upon acquisition of any such assets and

shall cooperate with Lender in executing any further documents which may be necessary to perfect the security interest in any such after-acquired property. This security interest extends to all proceeds of such after-acquired property.

5.2.7 Restrictions on Future Security Interests. Borrower shall not transfer, sell or assign its interest in any of the Collateral nor permit any other security interest to be created thereon without Lender's prior written approval.

5.2.8 Condition of Collateral. Borrower shall maintain the Collateral in good condition, pay promptly all taxes, judgments or charges of any kind, levied or assessed thereon, keep current all rent due on premises where Collateral is located and maintain insurance on the Collateral in such amounts and with such companies as Lender may demand, and all such insurance policies shall contain a lender's loss payable clause naming Lender as an additional insured and loss payee. Borrower hereby assigns Lender any proceeds of such policies or under the premiums thereon, and authorizes and empowers Lender to collect such sums and to execute and endorse in Borrower's name all proofs of loss, drafts and checks, and any other document to accomplish such collections.

5.2.9 UCC. Borrower agrees to execute a UCC-1 financing statement in favor of Lender in order to perfect its security interest granted herein. Borrower further agrees to cooperate with Lender and execute all documents necessary for the perfection of continuation of the security interests granted herein and under the previous instruments.

6 Pledge of Stock Certificates. As additional security hereunder, Borrower shall cause its significant shareholders to execute personal guaranties of the obligations of the Borrower to Lender. Such guaranties shall be secured by a pledge of stock certificates in the Borrower to Lender. The Personal Guaranty and Pledge Agreements are set forth in agreements of even date herewith. Borrower hereby warrants that the authorized capital stock of Borrower consists of 2,000 shares of common stock, of which 1,506 shares are outstanding, validly issued, fully paid, and non-assessable. There are no other classes or series of Borrower stock authorized or outstanding. There are no options or warrants outstanding to acquire the common stock of Borrower. Borrower further consents that no further stock will be issued by Borrower while the Indebtedness remains unpaid. Borrower shall restrict on its books the transfer of the shares of stock pledged to Borrower until the guaranties are released.

7 Condition of Inadequate Security. If Lender deems itself insecure, Lender may demand that Borrower provide additional security interests and cooperate in perfection thereof on any property, collateral, or asset owned by or associated with the Borrower.

8 Internal Revenue Service. The parties acknowledge that Borrower is indebted to the Internal Revenue Service for the claimed amount of approximately \$30,000.00 which is being repaid by Borrower to the Internal Revenue Service on a monthly basis. The parties further acknowledge that the Internal Revenue Service has levied upon the assets of Borrower and that said levy has priority over the security interests granted herein. Borrower believes that it may be able to compromise the claim of the IRS. Therefore, any monies advanced to Borrower hereunder shall be first payable to Borrower and IRS jointly until such time as Lender receives written notice that the IRS has released its lien and levies.

9 No Partnership. The parties agree and understand that no partnership or joint venture is created by the relationship hereunder. Borrower further agrees that it shall not conduct

business under any other name than that given above nor change or reorganize the type of business entity under which it does business except upon written approval of Lender.

10 Corporate Minutes. Borrower shall provide to Lender a copy of the corporate minutes of Borrower's annual directors' and shareholders' meetings. The purpose of this obligation is not for Lender to be involved in the corporate affairs of Borrower. Rather because Borrower's corporate existence has been dissolved in the past and Lender desires to be apprized of the continual corporate stability of Borrower and for the further purpose of determining if additional security must be perfected or required such as, newly acquired assets or contract rights.

11 Covenants of Borrower. For as long as the Indebtedness is outstanding, or unless otherwise agreed by Lender in writing, Borrower agrees that it:

11.1 Will not grant any other lien or security interest with respect to its assets.

11.2 Will not transfer, whether by sale, gift or otherwise, any assets to any other person or entity.

11.3 Upon the reasonable request of Lender, will take all action and will execute all documents and instruments necessary or desirable to consummate and give effect to this Agreement.

11.4 Will not amend or restate its articles of incorporation or bylaws or adopt a plan of liquidation or dissolution.

11.5 Will not declare or pay any dividend or distribution on any shares of its stock, make any other distribution on account of any shares of its stock or redeem, purchase or otherwise acquire, directly or indirectly, any shares of its stock.

11.6 Will not pay or become obligated to pay salaries, bonuses, or other compensation in any calendar year to any employee, officer, director or their spouse, parent, sibling, or child that exceed amounts set forth in existing payroll records.

11.7 Will not create, incur, assume or suffer to exist any obligation for borrowed money other than current accounts payable and similar current liabilities incurred in the ordinary course of business from the date of this Agreement.

11.8 During any calendar year, will not make capital expenditures (as determined in accordance with generally accepted accounting principles) that would exceed \$25,000.00 in the aggregate.

11.9 Will not merge with or into any other corporation or entity, or to sell, lease, transfer, or otherwise dispose of in a single transaction more than 10% of its assets (other than in the ordinary course of business).

11.10 Shall maintain insurance in such amounts and against such liabilities and hazards as is reasonable for the industry in which Borrower operates.

11.11 Shall provide to Lender within 30 days after the end of each fiscal quarter, its financial statements (including a balance sheet and income statement) along with any such statements compiled, reviewed, or audited by its outside accountants and to provide Lender with a copy of its minutes from all shareholders and directors meetings.

11.12 Upon reasonable notice from Lender, will permit the Lender or its representatives to visit and inspect any of Borrower's properties, to examine its corporate books and financial records, and to discuss with its officers its affairs, finances, and accounts, which shall occur at reasonable times, during normal business hours and in a reasonable manner.

12 Default and Remedies. In addition to the provisions contained in the original agreements between the parties, the Borrower will be deemed in default of its obligations to Lender under the following conditions:

12.1 Borrower fails to pay any of the Indebtedness when due, by maturity, acceleration or otherwise; or,

12.2 Borrower issues any further shares of stock to existing shareholders or to future shareholders without written consent of Lender; or

12.3 Borrower fails to comply with any of the terms or provisions of any other agreement with Lender; or,

12.4 Borrower becomes insolvent or is the subject of a voluntary or involuntary proceeding in bankruptcy or reorganization or arrangement or a creditor composition proceeding; or,

12.5 If Borrower ceases doing business as a going concern or is the subject of a dissolution, merger or consolidation; or,

12.6 If any of Borrower's warranties or representations made to the Lender shall be discovered to be untrue or incomplete; or,

12.7 If the Lender deems itself insecure believing that the prospect of payment of any of the Indebtedness is impaired or shall fear deterioration, waste or removal of any of the Collateral; or,

12.8 Borrower fails to file its annual report with the State of Utah Department of Commerce or fails to provide Lender with copies of minutes of shareholders or directors corporate meetings; or,

12.9 If there is filed or issued a levy or Writ of Attachment or Garnishment or other like judicial process on the Borrower or the Guarantors or any of the collateral.

The Lender, upon occurrence of any of the events described in paragraphs 12.1 through 12.9, may at its option, without prior notice to the Borrower, declare any or all of the Indebtedness to become immediately due and payable, take possession of and sell or liquidate any, all or a portion of the collateral against the indebtedness due and owing by the Borrower to the Lender and exercise any of the rights or remedies granted to Lender by any agreement with the Borrower or given to it by any agreement with the Borrower or given to it under applicable law.

13 Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States Mail, postage fully pre-paid, return receipt requested, addressed to either party as follows:



Utah Central Railway Corp.  
c/o William D. Blansett and Beth A. Blansett  
1963 S. 1900 W.  
Ogden, Utah 84401

Sunshine Financial, LLC  
c/o Charles Lambert  
P.O. Box 487  
Roy, Utah 84067

14 Survival. Termination of this agreement shall not affect the rights or obligations of the parties which arise prior to the termination.

15 Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

16 Time. Time is of the essence of this Agreement.

17 Assignment. Except as otherwise provided within this Agreement, Borrower may not transfer or assign their rights hereunder without prior written consent of Lender.

18 Attorney's Fees. Borrower agrees to reimburse to Lender upon demand any and all costs and expenses including but not limited court costs, legal expenses and reasonable attorney's fees whether or not suit is instituted and if suit is instituted, whether at the trial court level, appellate level or any bankruptcy, probate or administrative proceeding level or otherwise, incurred in collecting or attempting to collect the Indebtedness incurred in any other matter or proceeding relating to the indebtedness. Furthermore, In the event that a lawsuit or action is brought by any party under this agreement, to enforce the terms hereof or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the Court.

19 Savings Clause. If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

20 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party except as expressly provided herein.

21 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this agreement.

22 Integration. Borrower acknowledges and agrees that there are no contrary agreements, oral or otherwise contradicting the terms of this Agreement. Borrower further acknowledges the predecessor agreements identified herein and that, other than the terms and conditions set forth in the aforementioned documents, and in the accompanying Personal Guaranty and Pledge Agreements, the Environmental Indemnity Agreement, the Assignment of Leases and the Trust Deed with Addendums collectively constitute the entire agreement of the parties. To the extent that any of the predecessor agreements conflict with the provisions of this instrument, this instrument supercedes and controls the relationship between the parties. The parties further agree that this instrument may not be amended, waived, or modified except in writing, signed by the

Lender expressly stating that the writing constitutes an amendment, waiver or modification of the terms of these agreements. Borrower acknowledges that no representations or statements or claims or promises of extensions of future credit have been made to Borrower to induce Borrower to enter into this agreement.

23 Full Understanding. Borrower acknowledges and agrees that it has fully read, completely understood and voluntarily enters into and executes this agreement and other agreements identified herein and it has had ample opportunity to be represented by counsel during these negotiations and that the result is in the directing and execution of this agreement and the other agreements contemplated herein.

24 Jury Trial Waived. Borrower and Lender hereby irrevocably waive the right to trial by jury with respect to any and all actions or proceedings at any time in which Borrower and Lender are parties whether such actions or proceeding arise out of this loan agreement, the transactions set forth herein or otherwise.

**BORROWER**  
**Utah Central Railway Company**

**LENDER**  
**SUNSHINE FINANCIAL, LLC**

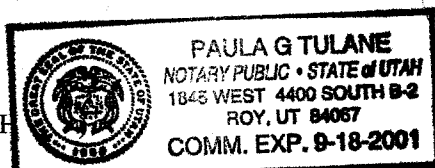
By: Beth A. Blansett  
Beth A. Blansett, President

By: [Signature]  
Charles H. Lambert, Manager

STATE OF UTAH )  
COUNTY OF WEBER )

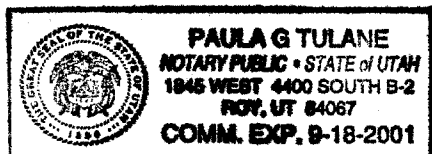
On the 7<sup>th</sup> day of January, 1999, personally appeared before me Charles H. Lambert, who being by me duly sworn says that he is the manager of First Southwestern Financial Services, LLC. Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he may executed the same. Witness my hand and official seal.

STATE OF UTAH )  
COUNTY OF WEBER )



[Signature]  
NOTARY PUBLIC RESIDING AT:  
My Commission Expires:

On the 7<sup>th</sup> day of January, 1999, personally appeared before me Beth A. Blansett, who being by me duly sworn says that she is the President of Utah Central Railway Company, Inc., the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of resolution of its board of directors) and said individual acknowledged to me that said corporation executed the same.



[Signature]  
NOTARY PUBLIC RESIDING AT:  
My Commission Expires:

## ATTACHMENT "A"

- |  |   |
|--|---|
| 1. Drill (Rail)<br><u>Serial No.: U 370040</u>   | 18. Electronic Print Board (Panasonic)<br><u>Serial No.: MB103089</u> |
| 2. Saw (Rail)<br><u>Serial No.: U 370040</u>   | 19. Computer (Compaq)<br><u>Serial No.: 92514544D821</u>              |
| 3. GMC<br><u>Serial No.: JNGMD063BW020755</u>  | 20. Desk Jet: 820CSE<br><u>Serial No.: 5G73H190RR</u>                 |
| 4. Datsun:<br><u>Serial No.: JNGMD063BW020755</u>  | 21. Chev. 89 C3500 Pickup<br><u>Serial No.: 2GCGC39N71183183</u>      |
| 5. Motorcar:<br><u>Serial No.: M-2554420</u>   | 22. General Motors I.M.D. S.W. 1500 #82<br><u>Serial No.: 73635-1</u> |
| 6. Tractor (Ford 2120):<br><u>Serial No.: UV-26235</u>   | 23. General Motors E.M.D. 1500 #83<br><u>Serial No.: 73625-2</u>      |
| 7. Black Air Compressor (Electric)<br><u>Serial No.: BP6-01</u>  | * 24. Caboose   |
| 8. MAW Equipment Case<br><u>Serial No.: 1636</u>   | 25. All Corporate Bank Accounts                                       |
| 9. Metal Cutting Band Saw (Elite)<br><u>Serial No.: ES90 38139</u>   | 26. 1962 Chev. Truck  |
| 10. Hobart Champion Combo (Welder)<br><u>Serial No.: F903201529</u>  | 27. Track and Railcar   |
| 11. Two (2) 1500 horsepower, diesel electric<br>switch locomotives built by EMD in 1968 bearing<br>reporting marks UCRY 82 and UCRY 83 | 28. Wood Executive Desk   |
| 12. Red Air Compressor (Gas)<br><u>Serial No.: MFCS209416072</u>   | 29. Honey Computer Table  |
| 13. Belt Drive 10" Craftsman<br><u>Serial No.: 93041P0574</u>  | 30. Oak Rolltop Desk  |
| 14. 5 Speed Heavy Duty Drill Press<br><u>Serial No.: 81417</u>   | 31. 4 Drawer Oak File   |
| 15. Bench Grinder<br><u>Serial No.: 4</u>  | 32. Wood Sidechair  |
| 16. Metal Cutting Band Saw (Gray)<br><u>Serial No.: 804169</u>   | 33. Oak Bankers Chair   |
| 17. Chipper/Shredder 8.0 HP Craftsman<br><u>Serial No.: 1G287C40035</u>  | 34. Steel Drafting Table  |
|  | 35. Oak Bookcase  |
|  | 36. Sanyo Sanfax Machine  |
|  | 37. Brothers Typewriter   |
|  | 38. Sharp Adding Machine  |
|  | 39. Sony Office Copier  |
|  | 40. Compaq 186E Computer (duplicate)                                  |

41. Epson FX 850 Dot
42. 2 GE Telephones
43. 2 Secretary Chairs
44. 1 Signed Limited
45. Misc. Pictures and Maps
46. 1 Rolling Track
47. 1 Tie Savr Insert
48. 3 Track Jacks
49. 2 Portable Works
50. Flat bed Trailer, Gooseneck
51. Miscellaneous Maint. of Way
52. Chicago Drill Press
53. Steel Cutting Saw
54. Sears ND Acetylene
55. Pair Gas Bottles
56. Steel Shop Table
57. 1 Hnd Truck Dollie
58. 2 Steel Work Benches
59. Sears Electric Air
60. Propane torch Set
61. Hobart Champion Combo (duplicate)
62. 10 Small Air Tools
63. 4 Gun Hi Press
64. Group Welding Supp
65. All Small Tools
66. Radio and Communications Equipment
67. All Office Equipment
68. All Machinery

69. All Computer Equipment
70. All Tracks-Stratford
71. Stratford Track
72. Office Lights
73. All Equipment
74. All Furniture
75. All Hardwood
76. All Leasehold Impr
77. All Machinery
78. All Track
79. Leasehold
80. Track Grading
81. All Accounts Receivable
- \* CABOOSE, Standard Gauge  
Transfer Body Style, Bay Window  
Ex-Missouri Pacific  
Built-August, 1980  
Road Number, 13863

**ATTACHMENT "B"**

1. Operating Agreement between Union Pacific Railroad Company and Utah Central Railway, dated August 8, 1997; and
2. Interstate Commerce Commission Notice of Exemption; and
3. Track Lease Agreement between Union Pacific Railroad Company and Utah Central Railway, dated August 8, 1997; and
4. Real Estate Sales Agreement and accompanying Warranty Deed with Ogden City July 23, 1995; and
5. Interchange Agreement by and between Utah Central Railway and Burlington Northern Railroad Company and the Atchison, Topeka, and Santa Fe Railway Company, dated November 30, 1996; and
6. Easement concerning Ogden Commercial and Industrial Park - Plat H; and
7. Lease Agreement by and between Amalgamated Sugar Company and Utah Central Railway, dated April 1, 1996; and
8. Locomotive Lease Agreement between Helm Financial Corporation and Utah Central Railway Company, dated November 1997; and
9. Agreement between Utah Department of Transportation and Utah Central Railroad, dated June 5, 1996; and
10. Industrial Track and Service Agreement Including Rights to Operate Under ICC Authority, between UCR and Westinghouse Electric Corporation dated September 4, 1992; and
11. Ogden City Sale Agreement of Stratford Property and Accompanying Rails and Ties; and
12. Infiltrator Sale and Easement Agreement; and
13. All Industrial Track and Service Agreements by and between Utah Central Railway and the following:
  - a. McNabb Grain, Inc.
  - b. Infiltrator Systems, Inc.
  - c. Pioneer Door Sales
  - d. Metalwest L.L.C.

- e. L.D. McFarland Co.
- f. Centennial Oil and Gas, L.L.C.

14. Any and all other agreements entered into during the period of dissolution of Utah Central Railway purporting to be for, by, and on behalf of Utah Central Railway Corporation.